

A. G. Contract No. KR930745TRN  
ECS File: JPA 93-35-B  
Project: DPU 0074(001)  
Fund: H3355 01D  
Section: Veterans Memorial  
Overpass Demonstration Project

**CONTRACT**

NO. 01-04-A-117788-0693

AMENDMENT NO. \_\_\_\_\_

This number must appear on all  
invoices, correspondence, and  
documents pertaining to this  
contract.

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 12 July, 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA  
COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS  
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the County.

3. Congress has authorized appropriations for, but not  
limited to performing highway studies, design and construction  
of streets and primary, feeder and farm-to-market roads; the  
replacement of bridges; the elimination of roadside obstacles;  
and the application of pavement markings.

4. Such demonstration project within the boundary of the  
County has been selected by the County, and, as required,  
submitted to the Federal Highway Administration ("FHWA") for  
approval. The FHWA has approved the demonstration project and  
has committed funds to the project as hereinbelow specified.

NO. 17821-B

FILED WITH SECRETARY OF STATE

Date Filed 07/12/93

Richard Mahoney  
Secretary of State

By Vicky J. Graenewald

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: ENVIRONMENTAL ANALYSIS AND PRELIMINARY DESIGN.

Estimated Project Cost	\$ 630,000.00
Federal Aid Funds @ 80% of \$630,000.00	\$ 504,000.00
Pima County Funds	\$ 126,000.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The County will provide the preliminary engineering and planning studies, the environmental analysis, right-of-way plans, plans and specifications and design of the project. The State will provide design review of the project plans, specifications and related documents, and provide comments which shall be incorporated into the design documents.

4. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

5. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Pima County  
County Manager  
130 West Congress  
Tucson, AZ 85701

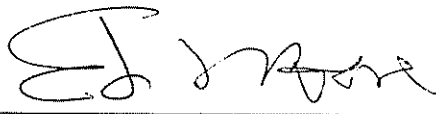
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA


STATE OF ARIZONA

Department of Transportation

By 

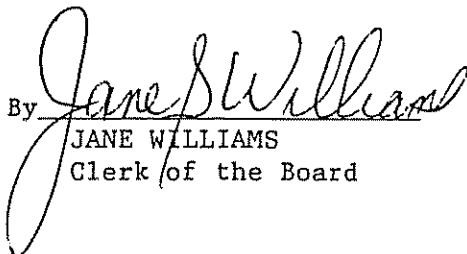
EDWIN MOORE, III  
Chairman

JUN 1 5 1993

By 

for ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST

By 


JANE WILLIAMS  
Clerk of the Board

JPA 93-35 B

RESOLUTION

BE IT RESOLVED on this 3rd day of May 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for the environmental analysis and preliminary design for the Veterans Memorial Overpass reconstruction demonstration project.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
LARRY S. BONINE  
Director

RESOLUTION AND ORDER NO. 1993 - 116

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION, WHICH AGREEMENT PROVIDES FOR THE RESPONSIBILITIES OF THE COUNTY AND ARIZONA DEPARTMENT OF TRANSPORTATION FOR ENVIRONMENTAL ANALYSIS AND PRELIMINARY DESIGN OF THE VETERANS MEMORIAL OVERPASS DEMONSTRATION PROJECT

WHEREAS, Pima County is authorized by A.R.S. §11-952 to enter into intergovernmental agreements, and

WHEREAS, it is deemed to be in the public interest to establish an Agreement with the Arizona Department of Transportation to provide for mutual responsibilities for Environmental Analysis and Preliminary Design of the Veterans Memorial Overpass Demonstration Project (ADOT ESC File JPA 93-35-B).

NOW THEREFORE, UPON MOTION DULY MADE, AND CARRIED, BE IT RESOLVED:

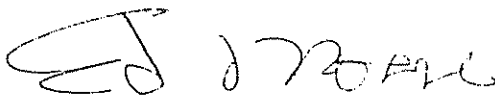
THAT Pima County enters into an Agreement with the Arizona Department of Transportation to provide for mutual responsibilities for Environmental Analysis and Preliminary Design of the Veterans Memorial Overpass Demonstration project.

THAT the Chairman of the Pima County Board of Supervisors is hereby instructed and authorized to sign said Agreement for the Pima County Board of Supervisors.


passed, adopted, and approved this 15<sup>th</sup> day of June, 1993

PIMA COUNTY  
BOARD OF SUPERVISORS

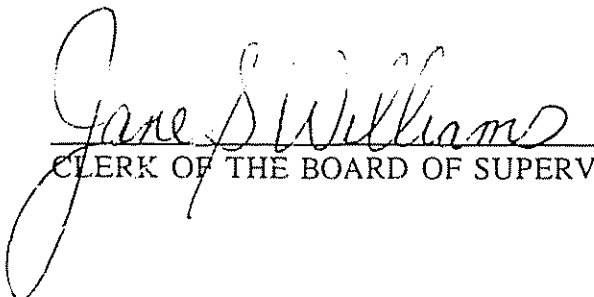
APPROVED AS TO FORM:



CHAIRMAN JUN 15 1993


  
DEPUTY COUNTY ATTORNEY

ATTEST:

  
CLERK OF THE BOARD OF SUPERVISORS

CONTENT CERTIFICATION

The foregoing Agreement by and between the Arizona Department of Transportation and Pima County has been reviewed by me and is hereby approved as to content.



John M. Bernal  
Director

6/4/93

Date

Pima County Department of Transportation and Flood Control District

JPA 93-35- B

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 4<sup>th</sup> day of June, 1993.

Chintue C. Carter

Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-0745-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2<sup>nd</sup> day of July, 1993.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section